

ERIE COUNTY WATER AUTHORITY  
 AUTHORIZATION FORM  
 For Approval/Execution of Documents  
 (check which apply)

**Contract:** \_\_\_\_\_ **Project No.:** \_\_\_\_\_  
**Project Description:** Intercom replacement for the front gate at Van de Water WTP  
PO # GJL19-0061 and GJL19-0062

**Item Description:**

Agreement     Professional Service Contract     Amendment     Change Order  
 BCD     NYSDOT Agreement     Contract Documents     Addendum  
 Recommendation for Award of Contract     Recommendation to Reject Bids  
 Request for Proposals  
 Other The Addendum needs to be signed for the work to be completed.

**Action Requested:**

Board Authorization to Execute     Legal Approval  
 Board Authorization to Award     Execution by the Chairman  
 Board Authorization to Advertise for Bids     Execution by the Secretary to the Authority  
 Board Authorization to Solicit Request for Proposals  
 Other \_\_\_\_\_

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

Department Head \_\_\_\_\_ Date: 6/3/19  
 Risk Manager State Contract \_\_\_\_\_ Date: 08/07/2019  
 Director of Administration Lorena Jester \_\_\_\_\_ Date: 8/7/19  
 Executive Engineer \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Legal Margaret A. Murphy \_\_\_\_\_ Date: 8/8/19

**APPROVED FOR BOARD RESOLUTION:**

Secretary to the Authority [Signature] \_\_\_\_\_ Date: 8/14/19

**Remarks:** \_\_\_\_\_

**Resolution Date:** \_\_\_\_\_ **Item No:** \_\_\_\_\_



**ERIE COUNTY WATER AUTHORITY**  
**INTEROFFICE MEMORANDUM**  
May 30, 2019

To: Terry McCracken  
Secretary to the Authority

From: Greg Lindner  
Computer Operator

Subject: PO# GJL19-0062

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Purchase Orders GJL19-0061 and GJL19-0062 have been Board Approved for the replacement of the intercom at the main gate at the Van de Water plant. Purchase Order no. GJL19-0061 is for the labor which is covered under NYS OGS Contract# PT65822. However, the equipment ordered on Purchase Order No. GJL19-0062 is not covered under the State Contract. Therefore, Stanley Convergent Security Solutions, Inc. has asked that the Authority sign the attached Purchase Order Addendum before the work can be completed.



**STANLEY CONVERGENT SECURITY SOLUTIONS, INC**  
**PURCHASE ORDER ADDENDUM**

This Addendum is attached to and incorporated by reference into that Purchase Order No. GJL19-0062 (the "Agreement") between Stanley Convergent Security Solutions, Inc. (hereinafter "SCSS") and Erie County Water Authority (hereinafter "Owner") dated May 16, 2019 concerning the following project: Equipment per Quote # Q-27884A ("Work.")

SCSS is in the business of installing electronic security systems and providing services that are intended to avert or detect burglary, theft or fire events. SCSS does not and cannot control the situations or events that give rise to the occurrences or the consequences therefrom (i.e., the burglaries, fires, etc.) that the systems or services are intended to avert or detect. Many of the services and systems that SCSS provides are related to life safety and thus, are inherently associated with high risk and high liability. The risk of loss, and the potential liability for such losses, exist before, and independent of, the installation of the security equipment into the Owner's premises. The security systems do not create, nor increase, the risk of such losses nor the potential liability for such losses. While the security systems attempt to reduce the risk of loss, they cannot, and do not, eliminate this risk. Therefore, while SCSS understands the need for it to be treated similarly to other Contractors when SCSS is on site performing work, the parties recognize that, because of the unique nature of the equipment installed, SCSS's obligations must have reasonable limitations once the installation has been substantially completed. Accordingly, notwithstanding anything to the contrary contained in the Agreement, it is hereby agreed between SCSS and Owner as follows:

1. **Applicability.** This Addendum is intended to modify and/or clarify the Agreement as it pertains to the Work on the above Project. If a conflict or inconsistency exists between the Agreement and this Addendum, then this Addendum shall prevail. Owner expressly agrees and understands that under no circumstances shall the Agreement or any attachments or modifications hereto bind SCSS to the terms and conditions of any agreement between Owner and any other party that are in any way contrary to this Addendum or which expand SCSS's liability beyond that expressly stated in the Agreement and this Addendum.

2. **Delete any and all indemnification and insurance provisions and replace them with the following:**

(a) **Indemnification:** SCSS will hold Owner, its officers, directors, agents and employees harmless from damage, liability and expense to the extent resulting from the negligent acts or omissions of SCSS, its agents or employees, during and within the scope of employment of such persons while they are on Owner's premises performing the installation work. Notwithstanding the foregoing, SCSS shall have no liability or obligation to indemnify for damage, liability or expense resulting from or due to occurrences and/or the consequences therefrom that the system is intended to detect, prevent or record, including any such loss or damage which may be occasioned or caused by the improper working or malfunctioning of the system. In no event will SCSS, its employees, agents or representatives be responsible for consequential, incidental or special damages or for the negligence of others.

(b) **Insurance.** SCSS shall purchase and maintain without interruption from date of commencement of the work throughout the end of the Agreement period or completion of SCSS's work, whichever occurs later, insurance on its performance of the Work as set forth below:

- (1) Worker's Compensation insurance meeting statutory requirements of the state in which the work is to be performed and containing Employers' Liability insurance with limits of \$1,000,000 for each accident/disease.
- (2) Comprehensive Auto Liability insurance on an occurrence basis covering all SCSS owned, non-owned, and hired vehicles with a combined single limit of \$1,000,000 for each occurrence for



bodily injury, including death, to any one person and \$500,000 for each occurrence of property damage.

- (3) Comprehensive General Liability, including contractual liability, insurance providing coverage of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- (4) Umbrella/Excess Insurance with coverage of \$1,000,000. Coverage shall apply to all the same risks as the underlying insurance policies listed above.
- (5) SCSS will name the Owner as an additional insured to the extent of SCSS's negligence on its general liability and automobile policies.
- (6) SCSS shall provide certificates of insurance evidencing the foregoing insurance is in effect at the request of Owner.

**(c) Intellectual Property Indemnity.** SCSS agrees to defend, at its expense, Owner from any third party claims, actions and damages to the extent arising directly out of any claim that any articles provided pursuant to this Agreement, in the form in which it is originally provided by SCSS, alone (and not in combination with other article or invention not supplied by SCSS), infringes upon any valid United States patent or copyright and to pay all costs, damages, and attorney's fees that a court finally awards; provided that Owner (i) gives SCSS prompt notice of any actual or threatened claims, (ii) gives sole control of the defense or settlement of such claims to SCSS, and (iii) cooperates fully with SCSS and its counsel in the defense or settlement thereof. SCSS shall have no liability for any settlements entered into by Owner without SCSS's prior written consent. In the event that any article or invention is held or believed by SCSS to violate a third party's intellectual property rights, SCSS may at its option and expense (i) modify it to be non-violating, or (ii) obtain for Owner a license to continue using such article or invention.

The foregoing shall be the sole and exclusive remedy for any claim, action, or allegation of the type herein specified.

**3. Hazardous Materials.** In all cases except when the project involves new construction, Owner represents and warrants that to the best of Owner's knowledge the work site is free of any hazardous materials. As used herein, the term "hazardous materials" shall include but not be limited to asbestos, asbestos containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, SCSS will not be required to install or service the equipment at such site unless and until Owner certifies the removal or safe containment of such hazardous materials. Owner agrees to indemnify, defend, and hold SCSS, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities resulting from the exposure of SCSS's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by SCSS.

**4. Warranty.** SCSS warrants that the equipment will be free from defects in material and workmanship for a period of ninety (90) days from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Repaired or replacement parts or equipment shall be warranted for the remainder of the original equipment warranty period. Warranty repair is done 8am-4pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by Owner.

**DISCLAIMER OF ALL OTHER WARRANTIES:** EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO



CIRCUMSTANCES SHALL SCSS BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.

**5. Payment Terms.**

(a) An initial payment of \$0.00 shall be billed in advance of the commencement of any work, and will be due thirty (30) days after date of the invoice. The remaining amount shall be paid in monthly progress payments for the value of the work in place. Final payment is due thirty (30) days after substantial completion of the work, or the date the system is placed in service. No retainage is permitted.

(b) Owner shall not assess liquidated or delay damages against SCSS unless and until the Owner gives written notification of intent and basis of determination of amounts and degree of responsibility of SCSS and all other contractors. Such written notification must be given within a reasonable period of time after the occurrence for which the Owner seeks to assess damages, not to exceed ten (10) days after the alleged event causing the damage. However, liquidated and/or delay damages, taken in the aggregate, shall not exceed 10% of the Agreement price.

**6. Proprietary Protection.** Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this agreement, is owned by SCSS, its affiliates or one of its OEM's and is protected by United States and international copyright laws and international treaty provisions. Any breach of this agreement will automatically terminate the Owner's right to use this Software, and the Owner is obligated to immediately return such Software to SCSS. Owner may not copy the Software for any reason other than per the dictates of any end user software license agreement. Owner may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Owner acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Owner from any court having jurisdiction, restraining any violation of this section.

NO OTHER MODIFICATIONS

Except as expressly set forth in this Addendum, all of the terms and conditions of the Agreement entered into between the parties remain in full force and effect.

**Stanley Convergent Security Solutions, Inc.**

**Owner**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PT67064 Spruce Technology, Inc. 01/06/2017-2/26/2019 Fed ID:  
20-5656502  
MBE 1149 Bloomfield Ave, Suite G NYS Vendor ID  
#:1100124930

Clifton, NJ 07012  
**Accepts Procurement Card for orders up to \$15,000**

PT65822 Stanley Convergent Security Solutions, Inc. 8/26/2012- 8/26/2020 Fed ID:  
20-1044950  
40 Gardenville Parkway West NYS Vendor ID #:  
1000029878

Suite # 105  
West Seneca, NY 14224-6310  
**Accepts Procurement Card for orders up to \$15,000**

PT64063 StopTech, Ltd. 7/9/2009 – 8/26/2020 Fed ID:  
31-1749742  
365 Industrial Drive NYS Vendor ID #:  
1000031236

Harrison, OH 45030  
**Accepts Procurement Card for orders up to \$15,000**

PT65393 Stratagem Security, Inc. 8/23/2011 – 8/26/2020 Fed ID: 13-  
2781197  
SBE 2 Westchester Plaza NYS Vendor ID #:  
1000047038  
NYS Elmsford, NY 10523  
**Accepts Procurement Card for orders up to \$15,000**

PT67415 Structure Works 6/15/2016 – 8/26/2020 Fed ID:  
83-0407511  
PO Box 868 43 Mill St. NYS Vendor ID  
#:100004855

Dover Plains, NY 12522  
**Accepts Procurement Card for orders up to \$15,000**

PT66926 Suffolk Lock & Security 6/15/2016 – 8/26/2020 Fed ID:  
11-2518978  
SB 430 West Montauk Highway NYS Vendor ID #:  
1000024240

Lindenhurst, NY 11757  
**Accepts Procurement Card for orders up to \$15,000**

PT64162 Syracuse Time & Alarm Co., Inc. 10/29/2008 – 8/26/2020  
Fed ID: 16-1184747  
SBE 2201 Burnet Avenue NYS Vendor ID #:  
1000003539  
NYS Syracuse, NY 13206  
**Accepts Procurement Card for orders up to \$15,000**

PT 66768 TEC Solutions 06/15/2016 – 2/26/2019 Fed ID: 41-  
2135449  
511 Sixth Ave. NYS Vendor ID #:  
1100126793

New York, NY 10011  
County: New York  
**Accepts Procurement Card for orders up to \$15,000**



Vendor Copy

**ERIE COUNTY WATER AUTHORITY**  
295 MAIN STREET ROOM 350 BUFFALO, NY 14203

**PURCHASE ORDER**  
GJL19-0061

Render Invoices in duplicate to:

**Accounts Payable**  
**Erie County Water Authority**  
295 Main Street  
Room 350  
Buffalo NY 14203

Invoices are subject to all of the terms and conditions printed hereon and to which reference is hereby made.



The above number must appear on all invoices, packing slips and packages.

Invoices received without reference to above E.C.W.A. order number will be returned to vendor.

Please acknowledge receipt of order and indicate shipping date.

<b>Terms</b> NONE	<b>Ship VIA</b>	<b>FOB Point</b> NOT APPLICABLE	<b>Date</b> 5/16/2019	<b>Page</b> 1
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STANLEY SECURITY SOLUTIONS  
DEPT CH 10651  
PALANTINE IL 60055

**SHIP TO:**

Erie County Water Authority  
Van De Water Treatment Plant  
3750 River Road  
Tonawanda NY 14150

LINE NO.	ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
			STANLEY QUOTE#: Q-27884A		
1		18.00 HR	LABOR	103.8000	1,868.40

**PURCHASE ORDER TOTAL: 1,868.40**

The Consultant/Vendor shall indemnify, defend and hold harmless the Authority against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees based on or arising out of damage to property or injury to person or other tortious conduct of the Consultant/Vendor or anyone under Consultant's/Vendor's direction or control.

For Use In: VAN DE WATER FRONT GATE

G/L No	Pri No	Secondary	Unit	FC	Percent	Amount	Description
401000	931219		8525		100.00	1,868.40	DATA PROC:Pay-Other

*Lavonya Lester*  
AUTHORIZED SIGNATURE

Lavonya C. Lester  
Director of Administration

AUTHORIZED SIGNATURE

**CONDITIONS**

- Erie County Water Authority is exempt by law from TAXES. Our Tax Exempt Number is 16-74-0001-K.
- No charge for drayage or cartage or crating will be allowed, unless specifically arranged for prior to shipment.
- Material not in accordance with specifications or provisions of contract will be rejected and must be promptly replaced by material of the character contracted for, unless otherwise arranged.
- When no routing is specified, shipper must forward by most direct route and over routes taking through rates. Any excess charges occasioned by mis-routing will be charged against contractor.
- If for any reason delivery cannot be made by date specified, if any, we should be advised IMMEDIATELY; otherwise material may be returned at our option.
- The seller of the material on this order agrees to assume the defense of any suit for patent infringement brought against E.C.W.A. by reason of the use of such material and to indemnify said authority against any and all expenses connected with judgments entered.
- Deliveries shall be made between 8 A.M. and 4:30 P.M. Monday to Friday incl. Deliveries will not be received New Year's Eve, New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day.
- All goods furnished or services rendered must comply to Fair Labor Standards Act of 1938, as amended.
- Any cash discounts which is a part of a bid will be considered as a reduction in the bid prices in determining the award of the bid.
- Date of invoice must not precede date of delivery.
- Authority policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Authority will take the discount when payment is made.
- The Authority will not pay any interest or late charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

Vendor Copy

**ERIE COUNTY WATER AUTHORITY**  
295 MAIN STREET ROOM 350 BUFFALO, NY 14203

**PURCHASE ORDER**

**GJL19-0062**

Render Invoices in duplicate to:

**Accounts Payable**  
**Erie County Water Authority**  
**295 Main Street**  
**Room 350**  
**Buffalo NY 14203**

Invoices are subject to all of the terms and conditions printed hereon and to which reference is hereby made.



The above number must appear on all invoices, packing slips and packages.

Please acknowledge receipt of order and indicate shipping date.

Invoices received without reference to above E.C.W.A. order number will be returned to vendor.

<b>Terms</b> NONE	<b>Ship VIA</b>	<b>FOB Point</b> NOT APPLICABLE	<b>Date</b> 5/16/2019	<b>Page</b> 1
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STANLEY SECURITY SOLUTIONS  
DEPT CH 10651  
PALANTINE IL 60055

**SHIP TO:**

Erie County Water Authority  
Van De Water Treatment Plant  
3750 River Road  
Tonawanda NY 14150

LINE NO.	ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
			STANLEY QUOTE#: Q-27884A		
1		1.00 EA	MISCELLANEOUS HARDWARE	125.0000	125.00
2		2.00 EA	IP VIDEO DOOR STN, FLUSH PART# AJ-IXDVF	917.1600	1,834.32
3		2.00 EA	SRF MNT BOX, IS/ IX-DVF PART# AJ-SBXIDVF	179.0100	358.02

**PURCHASE ORDER TOTAL: 2,317.34**

The Consultant/Vendor shall indemnify, defend and hold harmless the Authority against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees based on or arising out of damage to property or injury to person or other tortious conduct of the Consultant/Vendor or anyone under Consultant's/Vendor's direction or control.

For Use In: VAN DE WATER FRONT GATE

G/L	No	Pri	No	Secondary	Unit	FC	Percent	Amount	Description
401000	931219				8525		100.00	2,317.34	DATA PROC:Pay-Other

AUTHORIZED SIGNATURE

Lavonya C. Lester  
Director of Administration

AUTHORIZED SIGNATURE

**CONDITIONS**

- Erie County Water Authority is exempt by law from TAXES. Our Tax Exempt Number is 16-74-0001-K.
- No charge for drayage or cartage or crating will be allowed, unless specifically arranged for prior to shipment.
- Material not in accordance with specifications or provisions of contract will be rejected and must be promptly replaced by material of the character contracted for, unless otherwise arranged.
- When no routing is specified, shipper must forward by most direct route and over routes taking through rates. Any excess charges occasioned by mis-routing will be charged against contractor.
- If for any reason delivery cannot be made by date specified, if any, we should be advised IMMEDIATELY; otherwise material may be returned at our option.
- The seller of the material on this order agrees to assume the defense of any suit for patent infringement brought against E.C.W.A. by reason of the use of such material and to indemnify said authority against any and all expenses connected with judgments entered.
- Deliveries shall be made between 8 A.M. and 4:30 P.M. Monday to Friday incl. Deliveries will not be received New Year's Eve, New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day.
- All goods furnished or services rendered must comply to Fair Labor Standards Act of 1938, as amended.
- Any cash discounts which is a part of a bid will be considered as a reduction in the bid prices in determining the award of the bid.
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- Authority policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Authority will take the discount when payment is made.
- The Authority will not pay any interest or late charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net..